# Government of Karnataka
# Office of Bengaluru Solid waste Management limited

# REQUEST FOR PROPOSAL

## Appointment of PMC for the work of Biomining of Legacy Waste at SWM Mandur Landfill Site in Mahadevapura Constituency (Phase 2).

**OFFICE OF THE DEPUTY GENERAL MANAGER-2,**
**Bengaluru Solid Waste Management Limited**
**1st Floor, UNI Building, Thimmaiah Road, Vasantha Nagar,**
**BANGALORE – 560 052**

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## SECTION 1. LETTER OF INVITATION

1.1 The Deputy General Manager-2 on behalf of Managing Director, BSWML invites tender for "**Appointment of PMC for the work of Biomining of Legacy Waste at SWM Mandur Landfill Site in Mahadevapura Constituency (Phase 2).** The objectives and details on the Services are provided in the attached Terms of Reference.

1.2 The Consultant will be selected under Least cost selection method and in line with the procedures described in this RFP.

1.3 The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Information to Consultants
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract.

1.4 The RFP is open to all the eligible Consultants. The details of request for proposal for selection of Project Management Consultants (PMC) is as follows:

**BENGALURU SOLID WASTE MANAGEMENT LIMITED**

Office of the Deputy General Manager-2, 1st Floor, UNI Building,
Thimmaiah Road, Vasanth Nagar, Bengaluru-560052.

No. DGM-2/BSWML/Tend/08/24-25
Date:30.10.2024

**INVITATION FOR SHORT TERM TENDER (IFT)**
**(Through GOK KPPP only)**

The Deputy General Manager-2, Bengaluru Solid Waste Management Limited on behalf of the Managing Director, BSWML, Bengaluru from eligible tenderers for the Project Management Consultancy works. The tenderers may submit tenders for works through KPPP portal of the Government of Karnataka (viz. https://kppp.karnataka.gov.in). The tenderers are advised to note the minimum qualification criteria specified as per KC-6 standard tender documents. Tender documents may be downloaded from the KPP portal of the Government of Karnataka. Other details can be seen in the tender documents. Qualification documents along with necessary information/documents must be uploaded to the KPP portalhttps://kppp.karnataka.gov.inas per tender document on or before 16:00 hours on 12-12-2024 and First Folder containing the Technical bid will be opened through e-portal only on 13-12-2024 after 16:30 hours at the stipulated venue, in the presence of the Tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue. Any corrigendum/addendum will be published in the KPPP portal only.

Sd/-
Deputy General Manager-2

BSWML

The method of selection for Project Management Consultants shall be **Least cost selection method** in 2 stage system namely Technical and Financial. The Consultancy firms interested to participate in selection of Project Management Consultants for **Appointment of PMC for the work of Bio mining of Legacy Waste at SWM Mandur Landfill Site in Mahadevapura Constituency (Phase 2)** must satisfy the following conditions.

1) The firm must have experience in the field of Environmental engineering consultancy for last 5 years providing design, project management and advisory services for State Government and their undertaking agencies.
2) The consultant should have ISO 9001 and ISO 14001 certifications.
3) Consultancy firm should have achieved an average annual financial turnover of Rs.159.34 lakhs from 2019-2020 to 2023-24 of any two financial year. Proof of I.T. returns and balance sheet to be enclosed duly certified by the chartered accountant.
4) Consultants must have an well-established office from past 5 years and should have in experience in PMC of Civil Engineering, Solid waste management/ Operation and maintenance of Scientific land fill / management of Scientific municipal solid waste Landfill / bio mining related works and each financial year work done should be enclosed.
5) Liquid assets and /or availability of credit facilities of not less than Rs.23.90 lakhs (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.
6) Consultants for any State Government/ Central Government should have carried out Consultancy works in Environmental works for Landfill sites/SWM Sites.

7) Consultants should have carried out similar types of work. At the very least, they must have undertaken project management consultancy for a minimum of quantity 800000 MT of legacy waste.

(**Note**: *Financial Turnover and work done values of previous years (,2019-20, 2020-21 , 2021-22,2022-23 and 2023-24) shall be given a weight of 10% per year to bring them to the price level of the financial Year in which the tenders are invited (2023-24). )*

The client will carry out the evaluation of proposals of only the consulting firms who satisfy the above criteria on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive proposal will be given a technical score (Ts). A proposal considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Interested Consultants/Firms may submit their Request for proposals (RFP) for **Appointment of PMC for the work of Bio mining of Legacy Waste at SWM Mandur Landfill Site in Mahadevapura Constituency (Phase 2)** and requisite EMD electronically through Karnataka public procurement portal platform at https://kppp.karnataka.gov.in/. Calendar of events are as follows:

1. Last date for submission of RFP Document : as notified in the Karnataka public procurement portal
2. Date of opening of technical proposals : as notified in the Karnataka public procurement portal
3. Date of opening of financial proposals : as notified in Karnataka public procurement portal
4. Earnest money deposit : 1.60 lakhs

Postponement of calendar of events (if any) is only through Karnataka public procurement portal and will not be published in newspapers.

Deputy General Manager-2
BSWML

## SECTION 2. INFORMATION TO CONSULTANTS

### 2.1 INTRODUCTION

2.1.1 The Client named in the "Data Sheet" will select a firm /firms among those participating in RFP in accordance with the method of selection indicated in the Data Sheet.

2.1.2 The objectives and brief description of the Assignment are given in the Data Sheet

2.1.3 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signing contract with the selected Consultant.

2.1.4 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Consultant under each phase must be up to the Client's satisfaction before work begins on the next phase.

2.1.5 The Consultants must familiarize themselves with local conditions and take them into account while preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Consultants are encouraged to visit to the Client office/site before submitting a Proposal, and attending a pre-proposal conference as specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.6 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

2.1.7 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client Office/sites are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

2.1.8 Government of Karnataka (GOK) expects Consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

2.1.8.1 Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.

2.1.8.2 As pointed out in para. 2.1.8.1 (a) above, Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Consultant will be hired for the purpose.

2.1.9 It is GOK's policy to require that Consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect Consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

2.1.10 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 2.1.8 (d).

2.1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

## 2.2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the pre conference date. Any request for clarification must be sent in writing by electronic mail / e-procurement/ post to the Client's address indicated in the Data Sheet. The Client will respond to such requests and will post the copies of the response (including an explanation of the query but without identifying the source of inquiry) on KPP portal only.

2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be posted on e-procurement portal only and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

## 2.3 PREPARATION OF PROPOSAL

2.3.1 Consultants are requested to submit a Proposal (para 2.1.2) written in the language(s) specified in the Data Sheet.

2.3.2 In preparing the Technical Proposal, Consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information in KPP portal may result in rejection of a Proposal.

2.3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

i) If a Consultant is not having all the expertise for the Assignment, it may obtain a full range of expertise by forming Joint Venture (JV). The Joint Venture shall be between two Consultants only. The Lead Consultant of JV must meet the eligibility criteria as specified in 2.5.3 (1) & (2) & (6(i)) fully and satisfying the requisite technical experience. Joint Venture so formed shall be wholly/severely and jointly responsible for the Project. Consultant participating in RFP should not associate with other participating consultant.

ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.

iii) It is desirable that the majority of the key professional staff proposed shall be permanent employees of the firm or have an extended and stable working relation with the firm.

iv) Proposed key professional staff must have the minimum qualification and experience indicated in the Data Sheet.

v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

vi) Reports to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

2.3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

i) A brief description of the Consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iii) A description of the methodology and work plan for performing the assignment (Section 3D).

iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should including qualification, experience, number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

viii) Any additional information requested in the Data Sheet.

2.3.5 The Technical Proposal shall not include any financial information.

**Financial Proposal**

2.3.6 In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions of the RFP document. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

2.3.7 The Consultant should quote their total price offer in e-procurement portal for all the services sought by the department in the Terms Of Reference, excluding the service tax. Department will pay the service tax/GST as per the prevailing rates. The breakup of cost shall be uploaded in the financial bid for all items of the RFP. Consultant shall express the price of their services in Indian Rupees.

2.3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Consultants who do not agree have the right not to extend the validity of their proposals.

## 2.4 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

2.4.1 Interested bidders shall login to https://kppp.karnataka.gov.in/#/portal/portal-home and follow the procedures and guideline given there or call the e-proc help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

2.4.2 Downloading of tender documents, submission of proposal all will be through Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in/#/portal/portal-home under login for Contractors. Consultants must get themselves registered, acquainted and trained on the procedure of participating in e-procurement.

2.4.3 **EMD**

2.4.4.1 The Consultants are requested to submit EMD as indicated in the e-Procurement portal along with the Technical Bid.

2.4.4.2 The Consultant can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

2.4.4.3 The supplier/consultant's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the supplier/Consultant taking into account the following conditions:

(a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at designated Bank until the contract is closed.

(b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Consultants to ensure that payment through NEFT reaches Payment to Government of Karnataka designated Bank before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favour of **Karnataka Public Procurement, Government of Karnataka** and submit to designated Bank before bid submission time and update the transaction reference in e-Procurement portal.

For details on e-Payment services refer to KPP portal for more details on the process.

2.4.4 The original Proposal (Technical Proposal and Financial Proposal; see para 2.1.2) shall be prepared as per RFP document.

2.4.5 An authorized representative of the Consultant shall digitally sign the Proposal in e-procurement. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

2.4.6 The Bidder shall submit the bids separately i.e., **Technical and Financial** electronically online in Government of Karnataka Public Procurement portal.

2.4.7 Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on e-Procurement portal.

2.4.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

2.4.9 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated through e-

procurement portal only and the Financial Proposal of qualified bidders will be opened in presence of the bidders who choose to attend.

2.4.10 The earnest money deposit of unsuccessful Consultant will be returned after the award of proposal to the successful consultant.

2.4.11 The earnest money deposit of the successful Consultant will be discharged when the Consultant has furnished the required Performance Security and signed the Agreement.

2.4.12 The earnest money deposit may be forfeited:

(a) if the consultant withdraws the proposal after deadline for submission of proposals, during the period of proposal validity;

(b) if the Consultant does not accept the correction of the contract Price, pursuant to Clause 2.5.6; or

(c) in the case of a successful Consultant, if the Consultant fails within the specified time limit to (i) furnish the required Security deposit ; or
(ii) sign the Agreement.

(d) in case of consultant submitting fake documents such as Annual financial turn over,
work done certificate etc., relevant to the proposal.

## 2.5 PROPOSAL EVALUATION

2.5.1 From the time the proposals are opened to the time the contract is awarded, if any Consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant's proposal.

2.5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

**Evaluation of Technical Proposals**

2.5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet.

**The Technical bids of only the firms satisfying the following criteria will be evaluated:**

1) The firm must have experience in the field of Environmental engineering consultancy for last 5 years providing design, project management and advisory services for State Government and their undertaking agencies.
2) The consultant should have ISO 9001 and ISO 14001 certifications.
3) Consultancy firm should have achieved an average annual financial turnover of Rs.159.34 lakhs from 2019-2020 to 2023-24 of any two financial year. Proof of I.T. returns and balance sheet to be enclosed duly certified by the chartered accountant.
4) Consultants must have an well-established office from past 5 years and should have in experience in PMC of Civil Engineering, Solid waste management/ Operation and maintenance of Scientific land fill / management of Scientific municipal solid waste Landfill / bio mining related works and each financial year work done should be enclosed.
5) Liquid assets and /or availability of credit facilities of not less than Rs.23.90 lakhs (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.
6) Consultants for any State Government/ Central Government should have carried out Consultancy works in Environmental works for Landfill sites/SWM Sites.
7) Consultants should have carried out similar types of work. At the very least, they must have undertaken project management consultancy for a minimum of quantity 800000 MT of legacy waste.

(**Note**: *Financial Turnover and work done values of previous years (,2019-20, 2020-21 , 2021-22,2022-23 and 2023-24) shall be given a weight of 10% per year to bring them to the price level of the financial Year in which the tenders are invited (2023-24). )*

The client will carry out the evaluation of proposals of only the consulting firms who satisfy the above criteria on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive proposal will be given a technical score (Ts). A proposal considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**Public Opening and Evaluation of Financial Proposals; Ranking**

2.5.4 After the technical evaluation is completed, the Client shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference through e-procurement only. The Client shall simultaneously notify the Consultants that they have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The date of opening of financial bid will be notified in KPP Portal only.

2.5.5 The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.5.6 The lowest bidder will be determined on least cost method

## 2.6 NEGOTIATIONS

2.6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

2.6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

2.6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

2.6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

2.6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract.

## 2.7 AWARD OF CONTRACT

2.7.1 The contract will be awarded following negotiations. The Consultants whose offer has been accepted will be notified by the Client prior to expiration of the validity of proposal by, e-mail or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notify the

successful Consultant, the Client will promptly notify other Consultants that they were unsuccessful through KPP portal only.

2.7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet

2.7.3 Notwithstanding Clause 2.8.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Consultants or any obligation to inform the affected Consultants or Consultants of the grounds for the Clients action.

## 2.8 PERFORMANCE SECURITY

2.8.1 Within 20 days of receipt of the Letter of Acceptance, the successful Consultant shall deliver to the Client a Security deposit in any of the forms given below for an amount equivalent to 5% (Five percent) of the Contract price

i) Banker's cheque/Demand draft,/Pay Order in favour of in favour of Managing Director, BSWML, payable at Bangalore
ii) A Bank guarantee in the form given in Appendix F ; or
iii) Fixed deposit receipts (FDR) Pledged in the name of Managing Director, BSWML, Bangalore.

2.8.2 Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The Security deposit shall be valid until a date 90 days from the date of expiry of contract period.

2.8.3 The Performance Security shall be furnished from any Nationalized Banks/Schedule Commercial Banks approved by Reserve Bank of India.

## 2.9 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

**DATA SHEET**

**Information to Consultants**

| No. | Section | Title | Details |
|---|---|---|---|
| 1 | 2.1.1 | Name of Client | **The Deputy General Manager-2, BSWML** |

| | | | |
|---|---|---|---|
| 2 | 2.1.1 | **The method of selection is:** | **Least Cost Selection Method** |
| 3 | 2.1.2 | Description of Assignment | **Appointment of PMC for the work of Bio mining of Legacy Waste at SWM Mandur Landfill Site in Mahadevapura Constituency (Phase 2).** |
| 4 | 2.1.2 | A Technical and a Financial Proposals are requested | YES |
| 5 | 2.1.3 | The Assignment is Phased | The Project assignment is For Construction supervision and project management |
| 6 | 2.1.4 | Pre proposal conference time & date | Time & date as notified in the Karnataka Public Procurement portal |
| 7 | 2.1.4 | A pre-proposal conference venue | VENUE: Office of the Deputy General Manager-2 , BSWML<br>Contact Officer: Office of the Deputy General Manager-2 , BSWML<br>1st Floor, UNI Building, Thimmaiah Road, Vasantha Nagar, Bengaluru – 560 052 |
| 8 | | Client's Inputs | will be provide available information with the respective Bengaluru Solid Waste Management Limited |
| 9 | 2.1.7.2 | The Client envisages the need for continuity for downstream work | NO |
| 10 | 2.1.8 | Clauses on fraud and Corruption | Sub-Clause 2.7.1(d) of General Conditions of Contract. |
| 11 | 2.2.1 | Clarification of any item of the RFP | Clarifications may be requested upto *one day prior to pre-proposal conference*<br>The address for requesting clarifications is: |

| | | | |
|---|---|---|---|
| | | | Contact Deputy General Manager-2 , BSWML |
| 12 | 2.3.1 | Language of the Proposal | English |
| 13 | 2.3.3(i) | consultant may associate with other participating consultant | NO |
| 14 | 2.3.3.(ii) | The estimated number of key and sub key professional staff months required for the assignment is: | As per manning schedule in Terms of Reference and scope of Consultant |
| 15 | 2.3.3.(iv) | The minimum qualification and experience required for the proposed key and sub key professional staff is: | As per manning schedule in Terms of Reference and scope of Consultant |
| 16 | 2.3.3.(vi) | Language of reports | English |
| 17 | 2.3.4.(vii) | Training is an important feature of this Assignment | NO |
| 18 | 2.3.4.(viii) | Additional Information in the Technical Proposal includes | NIL |
| 19 | 2.3.8 | Validity of Proposal | 180 (One Hundred and Eighty) days from the last date of submission of proposal. |
| 20 | 2.4.9 | Last Date and time for submission of | As notified in the Government of Karnataka Public Procurement portal |

<table>
<tr><td></td><td></td><td>proposal</td><td></td></tr>
<tr><td>21</td><td>2.5.1</td><td>The address to send information to the Client is:</td><td>Deputy General Manager-2 , BENGALURU SOLID WASTE MANAGEMENT LIMITED,1st Floor, UNI Building, Thimmaiah Road, Vasantha Nagar, Bengaluru – 560 052</td></tr>
<tr><td>21</td><td>2.5.3</td><td>Evaluation criteria for technical proposal</td><td>
<table>
<tr><th>Sl.No.</th><th>Designations</th><th>Qualification required</th><th>No of Employees Required</th></tr>
<tr><td>1</td><td>Team Leader</td><td>M.E/M.Tech</td><td>1</td></tr>
<tr><td>2</td><td>Quantity Surveyor</td><td>BE, Environmental</td><td>1</td></tr>
<tr><td>3</td><td>QC Engineer</td><td>BE, Environmental</td><td>2</td></tr>
<tr><td>4</td><td>Site Engineer</td><td>BE, Civil & Environmental</td><td>4</td></tr>
<tr><td>5</td><td>Environment Engineer</td><td>BE</td><td>2</td></tr>
</table>
The percentage split up of marks for key professional to be given for educational qualification, project experience and local experience & language are detailed below :
<table>
<tr><th>Sl.No</th><th>Details</th><th>Percentage</th></tr>
<tr><td>(i)</td><td>Educational qualifications</td><td>30</td></tr>
<tr><td>(ii)</td><td>Project experience</td><td>60</td></tr>
<tr><td>(iii)</td><td>Local experience & language</td><td>10</td></tr>
<tr><td></td><td>Sub Total</td><td>100</td></tr>
</table>
Curriculum Vitae of the key professional personnel as indicated in the Terms of Reference and Scope of Services will be considered for evaluation.<br>The minimum technical score required to qualify is : 75 Points
</td></tr>
<tr><td>22</td><td>2.5.7</td><td>Weightage for Technical and Financial Score</td><td>NA</td></tr>
<tr><td>23</td><td>2.6.1</td><td>Location for Negotiations</td><td>At Clients Office</td></tr>
<tr><td>24</td><td>2.7.2</td><td>Commencement</td><td>Within 21(seven) days of Award of Contract</td></tr>
</table>

| | | | |
|---|---|---|---|
| | | of Assignment | |
| 25 | 2.8.1 | Performance Security | 5% (Five percent) of the Contract Amount |

**Letter of Acceptance (Clause 2.7.1)**

(Letter head paper of the Client)

_____[date]

To: _____

[name and address of the Consultant]

Dear Sirs,

This is to notify you that your proposal dated _____ **for Appointment of PMC for the work of Biomining of Legacy Waste at SWM Lanfill Site, Mandur Phase 2, Bengaluru.**

Karnataka for the Contract Price of Rupees ( ) [amount in words and figures], as corrected and modified is hereby accepted by our Department

You are hereby requested to furnish Performance Security deposit in the form detailed in Clause 2.9.1 of Information To Consultants for an amount of Rs.

———— within21 days of the receipt of this letter of acceptance valid up to 90 days from the date of expiry of contract period i.e. up to ..... and sign the contract, failing which contract stands terminated.

Your's sincerely,

Deputy General Manager-2
BSWML

## SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant’s references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D.Description of the methodology and work plan for performing the assignment.

3E.Team composition and task assignments.

3F.Format of Curriculum Vitae of proposed key professional staff.

3G.Time schedule for professional personnel.

3H. Activity (work) schedule.

3I **-** Joint Venture Format

3J. Power of Attorney of Authorized Signatory

## 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)

To,

Deputy General Manager-2
BSWML

Ladies/Gentlemen:

Subject: **Appointment of PMC for the work of Biomining of Legacy Waste at SWM Lanfill Site, Mandur Phase 2, Bengaluru –** regarding Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal notified in the KPP portal as indent no: ..... We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope in Government of Karnataka KPP portal.

If negotiations are held by the employer, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you

receive.

We remain,

Yours sincerely,

**Authorised Signatory**:
Name and Title of Signatory:
Name of Consultant:
Address:

## 3B. CONSULTANT'S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

| | | |
|---|---|---|
| Assignment Name: | | Country: |
| Location within Country: | | Key professional staff Provided by<br>Your Firm/entity(profiles): |
| Name of Client: | | No. of Staff: |
| Address: | | No. of Staff-Months; duration of assignment: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (Rs.M): |
| Name of Associated Consultants, if any: | | No. of Months of Key professional staff, provided by Associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: | | |
| Narrative Description of Project: | | |
| Description of Actual Services Provided by Your Staff: | | |

Consultant's Name: _____

## 3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

## 3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

**CONSULTANT'S NAME:**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following two chapters:

a. Technical Approach and Methodology, and
b. Work Plan.

a. Technical Approach and Methodology: In this chapter the agency should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Agency should highlight the problems being addressed and their importance, and explain the technical approach the agency would adopt to address them. Agency should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b. Work Plan: The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms Of Reference(TOR) and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

## 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Key Staff

| Sl.No | Name | Position | Task |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

### 2. Sub Key Staff

| Sl. No | Name | Position | Task |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| | | | |
| | | | |

## 3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

**Key Qualifications:**

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

**Education:**

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

**Employment Record:**

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Client references, where appropriate. Use about two pages.*]

**Languages:**

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing* ]

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

I, undersigned further certify that I am willing to carry out this assignment and I confirm my availability to this assignment, if assignment is awarded to our firm.

**Full name of staff member & Signature:**

**Date :**
**Place:**

**Full name of the Consultant and Signature of Authorised Signatory**

**Date :**
**Place:**

## 3G. TIME SCHEDULE FOR KEY PROFESSIONAL PERSONNEL

| Sl. No. | Name | Position | Reports Due/Activities | Months (in the form of a Bar Chart)* | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Number of Months |
| 1. | | | | | | | | | | | | | | | | Subtotal(1) |
| 2. | | | | | | | | | | | | | | | | Subtotal(2) |
| 3. | | | | | | | | | | | | | | | | Subtotal(3) |
| 4. | | | | | | | | | | | | | | | | |

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

* This schedule should be for the period of completion of assignment

Signature:----------

(**Authorised Signatory**)

Full Name:_____

Title:_____
Address:_____

### 3H. ACTIVITY (WORK) SCHEDULE

**A. Field Investigation and Study Items:**

| | | | **Month wise Program (in form of Bar Chart) ++ *[1st, 2nd, etc. are*** | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Sl. | Item of | | 1s | 2n | 3r | 4t | 5t | 6t | 7t | 8t | 9t | 10t | 11t | 12t |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

++ The Program should be period of completion of assignment.

**B. Completion and Submission of Reports**

| Reports: * | Programme: (Date) |
|---|---|
| 1. Inception Report | |
| 2. Interim Progress Report<br>(a) First Status Report<br>(b) Second Status | |
| 3. Draft Report | |
| 4. Final Report | |

*** Modify as required for the Assignment.**

**3I - Joint Venture Format**

**Memorandum of Understanding (*)**

**between**

**_____**

**And**

**_____**

Whereas the Managing Director, Bengaluru Solid waste Management Limited, Karnataka State the ' **Employer**' has invited proposal for appointment of Project Management Consultancy (PMC) Services **Appointment of PMC for the work of work of Biomining of Legacy Waste at SWM Lanfill Site, Mandur Phase 2, Bengaluru.-** hereinafter called the Project.

And Whereas _____ (Lead Consultant) _____ JV Consultant have agreed to form a Joint Venture to provide the said services to the Employer as Project Management Consultancy (PMC) Services; and

Now, therefore, it is hereby agreed by and on behalf of the JV Consultant as follows:

(i) _____ will be the lead Consultant and _____ will be the JV Consultant

(ii) _____ (lead Consultant) shall be the in charge of overall administration of contract and shall be authorised representative of all JV Consultants for conducting all business for and on behalf of the JV during the bidding process and subsequently, represent the joint venture for and on behalf of the JV for all contractual matters for dealing with the Employer and the work Contractor if Consultancy work is awarded to JV.

(iii) All JV partners do hereby undertake to be jointly and severely responsible for all the obligation and liabilities relating to the consultancy work and in accordance with the Terms of Reference of the Request for Proposal for the Consultancy Services.

(iv) Subsequently, if the JV is selected to provide the desired consultancy services, a detailed MOU indicating the specific project inputs and role of each Consultant along with percentage sharing of cost of services shall be submitted to the Employer (Consultant may submit the detailed MOU along with percentage sharing of cost at the time of bidding also).

For_____ (Name of Lead Consultant)

_____

Managing Director/Head of the Firm
Address
For_____ (Name of JV Consultant)

_____

Managing Director/Head of the Firm
Address

(* To be executed on appropriate non judicial stamp paper)

## 3J. Power of Attorney of Authorised Signatory (*)

Know all men by these presents, we…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ……. son/daughter/wife of …… and presently residing at ……., who is presently employed with **us** and holding the position of …… , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for '**Appointment of PMC for the work Biomining of Legacy Waste at SWM Lanfill Site, Mandur Phase 2, Bengaluru'** Project proposed or being developed by the Deputy general Manager-2,BSWML (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20…… in line with the following points

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2. (Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Authorized Signatory)

(* To be executed on appropriate non judicial stamp paper)

## SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

## 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)

To,

**Deputy General Manager -2**
**BSWML**

Ladies/Gentlemen:

Subject: **Appointment of PMC for the work of Biomining of Legacy Waste at SWM Landfill Site, Mandur Phase 2, Bengaluru**– regarding Financial Proposal Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the Percentage of [*in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

## 4B. SUMMARY OF COSTS

| No. | Description | Amount (Rupees) |
|---|---|---|
| a<br>b<br>c<br>d<br>e<br>f<br>g<br>h<br>i | Remuneration for Key professional staff<br>Supporting Staff<br>Transportation<br>Duty Travel to Site<br>Office Rent<br>Office Supplies, Utilities and Communication<br>Office Furniture and Equipment<br>Reports and Document Printing<br>Surveys | |
| | **TOTAL COST** | |
| | Consultancy Services Tax/GST | |
| | **TOTAL COSTS (Including Service Tax/GST)** | |

**Note: The total cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 2.6 of the Information to Consultants.**

@ Modify the items as appropriate for the consultancy assignment.

## 4C. BREAK DOWN OF COSTS (RS)

## I REMUNERATION FOR STAFF

| Sl No. | Position | Name | Emoluments* (Rs.) per month | Staff Month | Amount (Rs) |
|---|---|---|---|---|---|
| | **Key** | | | | |
| **1.** | | | | | |
| **2.** | | | | | |
| **3.** | | | | | |
| **4.** | | | | | |
| **5.** | | | | | |
| **6.** | | | | | |
| | **Sub-Total** | | | | |
| | **Sub-Key professional staff** | | | | |
| **1.** | | | | | |
| **2.** | | | | | |
| **3.** | | | | | |
| **4.** | | | | | |
| **5.** | | | | | |
| **6.** | | | | | |
| | **Sub-Total** | | | | |
| | **TOTAL** | | | | |

## II. Support Staff

| No. | Position | Name | Staff | Rate* ( | Amount( Rs |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | | | | **Total :** | |

* Provide the breakup of the rates to show the basic salary, social costs and overhead.

**III Transportation (Reimbursable)** *

Total:

**IV. Duty Travel to Site (Reimbursable)***

Total:

**V Office Rent (Reimbursable)** *

Total:

*Prepare details as appropriate for the consultancy assignment.

**VI. Office Supplies, Utilities and Communication (Reimbursable)**

| No. | Item* | Months | Monthly Rate | Amount in (Rs |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

TOTAL: ----------

* Prepare details as appropriate for the consultancy assignment.

## VII. Office Furniture and Equipment (Reimbursable)

| No. | Description(*) | Unit | Quantity | Rate ( ) | Amount ( ) |
|---|---|---|---|---|---|
| 1<br>2<br>3<br>4<br>5<br>6 | **Office Furniture (Purchase)** | | | | |
| 1<br>2<br>3<br>4<br>5<br>6 | **Office Equipment (Purchase)*** | | | | |
| | | | | **Total** | |

* Prepare details as appropriate for the consultancy assignment

## VIII. Reports and Document Printing

| No. | Description* | Number | No. of Copies | Rate per Copy | Amount ( Rs. ) |
|---|---|---|---|---|---|
| 1<br>2<br>3<br>4 | | | | | |
| | | | | **Total** | |

**IX. Topographical Surveys**
**X . Sub soil Investigation**
**XI. Primary and Secondary Data Collection**

- Prepare details as appropriate for the consultancy assignment

## SECTION 5: TERMS OF REFERENCE

Terms of Reference should normally contain the following sections:

1. BACKGROUND
2. A CONCISE STATEMENT OF OBJECTIVES
3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT
4. SCHEDULE FOR COMPLETION OF TASKS
5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT
6. FINAL OUTPUTS (I.E., RFPORTS, DRAWINGS ETC) THAT WILL BE REQUIRED OF THE CONSULTANT
7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK
8. PROCEDURE FOR REVIEW OF PROGRESS RFPORTS, INSPECTION, STATUS, FINAL DRAFT AND FINAL RFPORTS
9. LIST OF KEY AND SUB KEY PROFESSIONSAL STAFF.

## 5. TERMS OF REFERENCE AND SCOPE OF SERVICES

### 5.1 GENERAL

In view of various infrastructure developments works being taken up in various urban local bodies of BENGALURU City Corporation under various schemes and funds. It is proposed to engage the services of **Appointment of PMC for the work of Construction of Biomining of Legacy Waste at SWM Landfill Site, Mandur Phase 2, Bengaluru works such as** Road, Road side drain, Storm water drains, water supply, Solid Waste Management, sanitary and Culvert works.

### 5.2 ROLE OF CONSULTANTS

The Deputy General Manager-2 is desirous of obtaining Project Management Consultancy (PMC) services for the following tasks

- Construction Supervision of work,
- Contract management and real time monitoring of project progress using latest project management tools
- Progress reporting and assist the client in conducting project review meetings
- preparation and certification of work bills
- Quality control and Quality Assurance.
- Assist in Contract Closure upon completion of works (including as built drawings and variations and extension of contract period, if any)

### 5.3 DETAILED SCOPE OF SERVICES OF PROJECT MANAGEMENT CONSULTANT:

**5.3.1** The proposed Infrastructure work components described in clause 5.1 above is broadly
grouped in to following three categories.

- *Road and Transportation related works*
- *Buildings and Electrical related works*
- *Water Supply Works*

5.3.2 Further, the scope of services for Consultants is :

Construction Supervision, Project Management and Quality Control and Quality Assurance

## 5.4 CONSTRUCTION SUPERVISION AND PROJECT MANAGEMENT

The Consultant shall perform the principal services outlined below as a part of responsibility for the supervision of the works. They shall provide the qualified professional staff with relevant experience. The Services will include but not be limited to the following:

1) Represent the interest of the Client vis-a-vis the Contractor in any manner related to the construction contract and the proper execution thereof
2) Furnish for the use of the Contractor all necessary topographic survey data as required for setting out of all permanent and temporary works.
3) Review and recommend for approval the Contractor's work schedule or revisions thereto and any such plans or programmes that the Contractor is obliged to furnish for approval. The Consultant shall also prepare and submit a disbursement schedule for approval.
4) Assess the adequacy of all inputs such as materials and labour provided by the Contractor and his methods of work in relation to the required rate of progress and when required, takes appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor's equipment (and its condition) to ensure compliance with the Contractor's commitment in his bid
5) Inspect and evaluate all Contractor's installations and workers accommodation to ensure compliance with the Terms and conditions of contract
6) Examine and make recommendations on all claims from the Contractor for extension of time, extra compensation, work or expenses or other similar matters.

7) Compute quantities of approved and accepted work and materials and check, certify and make recommendations on the Contractor's monthly and final payment certificates. All payments shall be checked and countersigned by the Consultant
8) Prepare and submit monthly reports on the progress of works, the Contractor's performance, quality of works and the project's financial status and forecasts.
9) Propose and present for the approval any changes in the Contract Documents that may be deemed necessary for the completion of works including information on any effect the changes may have on the contract amount and the time of completion of the project, and prepare all specifications and other details.
10) Inform on problems or potential problems, which arise in connection with the work contract and make recommendations for possible solutions.
11) Maintain representatives at the site in such manner that adequate supervision of construction works is ascertained at all times when the Contractor is working.
12) Provide timely assistance and direction to the Contractor in all matters related to the interpretation of the Contract Documents, ground survey controls, quality control testing and other matters related to contract compliance and progress of the project.
13) Organise the supervision of the works with proper allocation of responsibilities to the individual inspectors and supervise their work to ensure effective execution.
14) Prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works.
15) Review and approve the Contractor’s working drawings, and drawings for temporary works.
16) Perform all survey measurements of completed or partial works which are required for the determination of quantities.
17) Assure the receipts and maintain as permanent records, all warranties required under the terms of the Contract Documents for materials and equipment accepted and incorporated in the project. All local materials incorporated in their source are also to be approved and as-built drawings to be prepared for all works by the contractor.
18) Organise and ensure materials testing on the basis of the provisions needed to assure that the quality is as per applicable codes.

19) Inspect the safety aspects of the construction and temporary works to ensure that reasonable measures have been taken to protect life and property.

20) Before the issuance of the certificate of provisional acceptance by the Client, the Consultant shall carry out the necessary inspection, specify and supervise any remedial works to be carried out and recommend upon completion the inspection with representatives of the Contracting Authority and assist in issuing the certificate of substantial completion.

21) Submit after review, to the Client one complete set of reproducible, revised contract drawings showing the "as constructed" project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible

22) Perform all other tasks not specifically mentioned above but which are necessary, and essential to successfully supervise and control all construction activities in accordance with the terms of the work contract.

23) Render services as project management Consultant to plan for timely completion of the project. The Consultant shall examine the actual progress achieved vis-à-vis, the accepted programme on regular basis. If any shortfall is noticed, the Consultant shall study the reasons for such shortfall with specific reference to the inadequacies in deployment of men, material and machinery at the site. The Consultant shall bring to the notice of the contractor to provide adequate men, material and machinery that are absolutely essential to wipe off the accumulated shortfall over a reasonable time frame and also to prevent such occurrences of shortfall in future.

24) Provide Client & their representative with all details of progress achieved vis-à-vis, the accepted programme on regular basis. If there are repeated slippages between the actual progress and programme not withstanding the action taken by the Consultant, the Consultant shall report to Client & their representative with all the facts and figures including reasons for such repeated slippages in progress. The Consultant shall assist Client & their representative in issuing notices to the contractor for wiping off the accumulated shortfall within a reasonable time frame. The Consultant shall also work out the penalties to be levied as per the agreement and intimate to Client & their representative for taking necessary action.

25) Deploy necessary competent and experience design office professionals to support the Project Management Team as and when required during construction.

26) Organize site meetings as and when required with the contractor to monitor the quality, construction schedule and any other matter pertaining to project.

## 5.5 Interaction with Client

5.7.1 During entire period of services, the Consultant shall interact continuously with Client and their representatives and provide any clarification as regards methods being followed and carry out modification as suggested by Client. A programme of various activities shall be provided to Client and prior intimation shall be given to Client regarding start of key activities so that inspections of Client officials could be arranged in time.

5.7.2 The Client officers and other Government officers may visit the site at any time, individually or collectively to acquaint themselves with the field investigation and survey works.

5.7.3 The Consultant shall be required to send 3 copies each of concise monthly Progress Report by the 5$^{th}$ day of the following month to the Client office so that progress could be monitored by the Client. These reports will indicate the dates of induction and de-induction of various key personnel and the activities performed by them. Frequent meetings with the Consultant at site office are foreseen during project implementation.

5.7.4 All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property.

5.7.5 Consultant shall make presentation covering all the details of project at all required levels at Government whenever called for.

## 5.6 Deliverables by Consultant

### 5.6.1 Construction Supervision and Project Management

(a) Consultant shall perform all the activities included under Clause No 5.4

(b) Construction Supervision and Project Management

(c) Consultant shall submit 3 copies each of concise monthly Progress Report by the 5th day of the following month to the head of the Deputy General Manager-2of the concerned Works and the Client office. The progress report shall include the following so that progress could be monitored by the Client/ Client's Representative

i) Analysis of the resources such as Men, Material and Machinery mobilized by the Contractor
ii) Physical and Financial Progress of the works and Comparing the same with the agreed programme of the contractor.
iii) Suggestions for the shortfalls, if any, in the achieved progress
iv) Summary of the quality control and assurance
v) List and details of the various inspection notes given by the concerned officers
vi) Details of Project review meetings held at sites
vii) Project Photographs indicating various site activities in the order of progress of work sequentially.

(d) The consultant shall conduct all the tests that are mandated as per Indian Road Congress, Bureau of Indian Standards and other Standard Testing procedures and minimum 25% of the tests shall be carried out in NABL/NACC accredited laboratories.

(e) Consultant shall submit a report on quality control and assurance with all test records with observation on the deficiencies and the rectification measures adopted.

(f) Consultant shall certify and recommend contractors running bill within three days from the date of submission of bills by the contractor in a duly prescribed electronic format with the printout of the same.

(g) During the execution of works; if the Consultant fails to perform their obligations as specified in terms of reference either with respect progress monitoring and or quality control by the Consultant team the same shall be treated as non performance of contract.

(h) If the consultant fails to submit the reports as per the terms of reference within the time frame prescribed will attract a penalty of Rs 10000 per day. However if the delay is more than a month Client has a right to en-cash the performance security and terminate the contract

## 5.7 Performance of Consultant

**(a)** Consultant is expected to fully adhere to all the provisions of terms of reference and shall be fully responsible for successful implementation of the Project in accordance with the provisions of the works contract agreement and other schedules agreed between the Client /Client's Representative and the works contractors. Any failure of Consultant in notifying to the Client and work contractor on non-compliance of the work contract agreement and other schedules by the work contractor, non adherence to the provisions of terms of reference and non adherence to the time schedule prescribed under terms of reference amounts to non performance of the Consultant. In such a condition, Client has the right to encash the performance security and terminate the contract

**(b)** The assignment is implemented in two phases namely i) Tender evaluation and award of work and ii) Construction supervision and project management. The performance of consultant must be to the satisfaction of client/client's representative, before the work begins for the next phase. In case of non performance of consultants, the client has a right to forfeitthe performance security and terminate the contract.

**(c)** If the, Consultant fails to deploy the key and sub key manpower as agreed in the terms of reference, will amount to non performance of consultant. In such a condition, Client has the right to forfeit the performance security and terminate the contract.

**(d)** The client shall establish the full fledged office within the District (as per direction of client) within 15 days from the date of agreement, failing which a penalty of Rs. 1000 per a day will be imposed. However, if the delay is more than a month, client has a right to forfeit performance security and terminate the contract.

### 5.7.1 Construction Supervision and Project Management

a) During the execution of works; if the Consultant fails to perform their obligations as specified in terms of reference either with respect to progress monitoring and or quality control by the Consultant team the same shall be treated as non performance of contract.

b) If the consultant fails to submit the reports as per the terms of reference within the time frame prescribed, will attract a penalty of Rs 10000 per day. However if the delay is more than a month Client has a right to forfeit the performance security and terminate the contract

c) If the consultant fails to establish the material testing laboratory within the District (as per direction of client) within in one month from the date of letter of acceptance issued to the contractor, failing which a penalty of Rs 10000 per day will be imposed. However if the

delay is more than a month Client has a right to forfeit the performance security and terminate the contract.

## 5.8 Qualification and Experience of the Key Personnel

The Consultant shall field a Team of highly experienced and skilled professionals, who can handle the tasks in the most professional manner. The qualification and experience of the key personnel will determine to a large extent the competitiveness in the Quality and Cost based selection procedure. The key technical personnel shall be for each district and details are as under:

**(i) Team Leader**

Team Leader should have led a team involved in planning, project preparation & execution of road projects and infrastructure projects such as townships, urban developments, etc., having project cost not less than Rs.50.00 crores. Experience in design, construction supervision is a mandatory requirement. He should at least be a Graduate in Civil Engineering with not less than 10 years of experience.

**(ii) Quantity Surveyor**

Quantity Surveyor would be responsible for the estimation of the quantities and costs of various components of the project like roads, water supply works, UGD, STP, Buildings, etc., He should be a civil engineer of not less than 5 years experience of which not less than 5 years should be in the quantity estimation or diploma in Civil Engineering with a minimum of 10 years of professional engineering experience and at least 5 years experience in the quantity estimation.

## 5.7 Qualification and Experience of the sub Key Personnel

**(i) Environmental Engineer**

The project Co-Ordinator shall be a Environmental Engineering Graduate with minimum of 5 years of experience in such similar assignments having good knowledge of interaction with Client, work Contractor and Consultant team on all aspects of project. He should have good spoken/written communication skills and must be available dedicated for this project.

**(ii) Site Engineers**

The Site Engineers shall be a Civil Engineering Graduate with minimum of 5 years of experience or Diploma in Civil Engineering with minimum of 8 years of experience in such similar assignments having good knowledge of planning, scheduling and day to day supervision of all aspects of Road, Water supply, UGD, Building and other infrastructure work.

**(iii)Quality Control Engineer**

The Quality Control Engineers shall be a Civil Engineering Graduate with minimum of 5 years of experience or Diploma in Civil Engineering with minimum of 10 years of experience in such similar assignments having good knowledge of relevant codes/Quality requirements and various testing procedure of all aspects of Road, Water supply, UGD, Building and other infrastructure work.

**Note:**

1) Curriculum vitae of above mention key professional will be taken for evaluation of Technical Proposal.
2) The Consultant shall establish a full-fledged office at the District/ (as per directions of the client) under operation. The so established office shall be adequate in space and facilities for the personnel to discharge their duties. The Team Leader needs to report to the Client/Client's representative.
3) Any change in the key personal as approved in the agreement is subjected to the approval of the Client. The change shall be off equal or more competence and this change shall have negative financial implication of 2.50 % of the agreed monthly emoluments against the original key professional at the time of agreement.
4) If required the Client/Client’s representative may request the Consultant for additional deployment of man power for other schemes of works which is awarded to the Consultant. In such cases Consultant will be paid for the additionally on percentage basis at the same rates agreed in the agreement by the Consultant.
5) Note 6: The maximum age limit for Key Personnel staff shall not be more than 65 years and that of Sub-Key Personnel staff shall not be more than 50 years. The Curriculum Vitae of the personnel above the permissible age will not be considered for evaluation.

## 5.9 Manning Schedule:

The project Management Consultants shall submit manning schedule of key professional staff, sub key professional staff and other supporting staff as per the requirement based on the approved action plan at the time of negotiations and signing of agreement.

The tentative requirement of the sub key professional staff are as indicated below. However, the consultant will analyse the actual requirement and quote accordingly.

| Sl.No. | Designations | Qualification required | No of Employees Required | Minimum work Experience in Years |
|---|---|---|---|---|
| 1 | Team Leader | M.E/M.Tech | 1 | 10 Years |
| 2 | Quantity Surveyor | BE, Environmental | 1 | 5 Years |
| 3 | QC Engineer | BE, Environmental | 2 | 5 Years |
| 4 | Site Engineer | BE, Civil & Environmental | 4 | 5 Years |
| 5 | Environment Engineer | BE | 2 | 5 Years |

### 5.10 Establishment of Laboratory:

Consultant shall establish Mobile Material Testing laboratory within the respective District (as per the directions of the client). Such established laboratory shall be equipped to test Construction Materials, mix designs in line with the Codes and Specifications. The established laboratory shall consist of the following major equipment not limited to the same:

| |
|---|
| **A: General** |
| (i) Balance |
| (ii) Ovens – Electrically Operated, Thermostatically Controlled |
| (iii) Sieves – as per IS: 460 – 1962 |
| (iv) Compression Testing Machine of Capacity 200T |
| (v)Glassware comprising of Beakers, Pipettes, Dishes, Measuring Cylinders (100 to 1000 cc capacity), Glass Rods and Funnels, Glass Thermometers range 0°C to 100° C and Metallic Thermometers range upto 300°C |
| (vi) Water Testing kit |
| **B: For Soils** |
| (i) Water Still |
| (ii) Liquid Limit Device with and A.S.T.M Grooving Tools as per IS: 2720 |
| (iii) Sampling pipettes fitted with pressure and suction inlets, 10 capacity |
| (iv) Compaction Apparatus (Proctor) as per IS: 2720 (Part 8) complete with Collar, Base Plate and Hammer |
| (v) Modified AASHTO Compaction Apparatus as per IS: 2720 (Part 7) – 1974 or Heavy Compaction Apparatus as per IS Complete with Collar, Base Plate, Hammer |
| (vi) Sand Pouring Cylinder with Conical Funnel and Tap and Complete as per IS: 2720 (Part – 28) – 1974 including Modified Equipment |

| |
|---|
| (vii)Sampling Tins with Lids 100mm diameter X 75mm height, 0.5kg Capacity and Miscellaneous Items like Moisture Tins with Lid (50g), etc. |
| (viii) Lab CBR Testing Equipment for conducting CBR Testing, Load Frame with 5T Capacity, Electrically Operated with Speed Control as per IS: 2720 (Part 16), and consist of the following. |
| (ix) Standard Penetration Test Equipment |
| (x) Rapid Moisture Meter complete with Chemicals |
| **C: For Bitumen and Bituminous Mixes** |
| (i) Constant Temperature Bath for accommodating Bitumen Test Specimen, Electrically Operated and Thermostatically Controlled |
| (ii) Penetrometer, Automatic Type, Adjustable Weight Arrangement and Needles as per IS: 1203 – 1958 |
| (iii) Soxhlet Extraction or Centrifuge type Apparatus Complete with Extraction Thimbles with Solvent and Filter Paper |
| (iv) Laboratory Mixer including required Accessories |
| (v) Marshall Compaction Apparatus Automatically Operated as per ASTM 1559 – 62T Complete with Accessories |
| (vi) Distant Reading Thermometer |
| **D: For Cement, Cement Concrete and Materials** |
| (i) Water Still |
| (ii) Vicat Needle Apparatus for setting time with Plungers, as per IS: 269 – 1967 |
| (iii) Moulds |
| (iv) Concrete Permeability Apparatus |
| (v) High Frequency Mortar Cube Vibrator for Cement Testing |
| (vi) Concrete Mixer, Power Driven, 1 cft Capacity |
| (vii) Variable Frequency and Amplitude Vibrating Table, Size 1m X 1m, as per the Relevant British Standard |
| (viii) Flakiness Index Test Apparatus |
| (ix) Aggregate Impact Test Apparatus as per IS: 2386 (Part 4) 1963 |
| (x) Los Angeles Abrasion Apparatus as per IS: 2386 (Part 4) 1963 |
| (xi) Flow Table as per IS: 712 – 1973 |
| (xii) Equipment for Slump Test |
| (xiii) Equipment for Determination of Specific Gravity for Fine and Coarse Aggregate as per IS: 2386 (Part – 3) 1963 |
| (xiv) Compression and Flexural Strength Testing Machine of 200T Capacity with Additional Dial for Flexural Testing |
| (xv) Core Cutting Machine with 10cm Diameter Diamond Cutting Edge |
| (xvi) Needle Vibrator |

| |
|---|
| (xvii) Air Entrainment Meter |
| (xviii) 0.5 cft, 1 cft Cylinder for Checking Bulk Density of Aggregate with Tamping Rod |
| (xix) Soundness Testing Apparatus for Cement |
| **F: Any other Items as may be required for carrying out the Testing for the Works.** |

This map can viewed on this site **http://www.mapsofindia.com/maps/karnataka/karnataka.htm**

## SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

**between**

_____

**[Name of Client]**

**and**

_____

**[Name of Consultants]**

**Dated :**

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## I. FORM OF CONTRACT

This CONTRACT (here in after called the" Contract")is made the _____day of the month of **……**between, on the one hand, Deputy General Manager-2 ----------District, ----------(here in after called the" Client")and, on the other hand**,……**(here in after called the" Consultants").

WHEREAS

[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

"……(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client hasrequestedtheConsultantstoprovidecertainconsultingservicesasdefinedin theGeneral Conditions of Contract attached to this Contract(here in after called the" Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnelandtechnicalresources,haveagreedtoprovidetheServicesontheterms and conditions set for thin this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract: (a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

| | | |
|---|---|---|
| Appendix A: | Description of the Services | |
| Appendix B: | Deliverables by consultants and performance of | |
| Appendix C:<br>Appendix D | Key Personnel and Sub key professionals<br>Services and Facilities to be provided by the Client<br>Breakdown of Contract Price | ----------<br>-<br>_____ |
| Appendix F: | Form of Guarantee for performance security deposit | _____ |

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract;
and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the
Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF
OF [NAME OF CLIENT]

By
(Authorized
Representative)

FOR AND ON BEHALF
OF [NAME OF
CONSULTANT]

By
(Authorized
Representative)

[***Note**: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE

CONSULTANTS [Name of

Member]

By
(Authorized

Representative) [Name of

Member]

By
(Authorized Representative)

etc
.

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of

Contract;

(f) "Government" means the Government of

Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", shall be the authorized representative of the Consultant specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party” means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the

meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, e-mail, fax or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## 2.7 Termination

### 2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (f):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) Any events listed in SC.

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause

GC 3.3 hereof; (iii) any right which a Party may have

under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every

reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## 3. Obligations of the Consultants:

### 3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Consultants or third parties.

### 3.2 Conflict of Interests

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount

or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates Not to engage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-Consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultants, their Sub-Consultants, and the Personnel of either of them shall not, either during the term or within two (2) years

after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub- Consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Consultants"), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance

with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

### 3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

## 4. Consultants' Personnel and Sub-Consultants

### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

### 4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client with negative financial implication of 2.50 % of the quoted monthly emoluments against the original key professional at the time of

agreement.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Client

### 5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Personnel any such other assistance as may be specified in the SC.

### 5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

## 6. Payment to the Consultants:

### 6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-Consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have

agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 **Interest on Delayed Payments**

If the Client has delayed payments beyond fifteen (60) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. **Settlement of Disputes**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## III. SPECIAL CONDITIONS OF CONTRACT

**Number of Amendments of, and Supplements to, Clauses in the General**

**GC Clause Conditions of Contract**

[1.1(h) The Member in Charge is ___].

[1.4.1 The addresses are : Client : Deputy General Manager-2,
BSWML

Contact Officer : Deputy General Manager-2,
BENGALURU SOLID WASTE MANAGEMENT LIMITED,
1st Floor, UNI Building, Thimmaiah Road, Vasantha Nagar,
BANGALORE – 560 052

Telephone No:..... Fax No: .....

E-mail :.....

| | |
|---|---|
| Consultant | : |
| Address | : |
| Telephone Number | : |
| Fax | : |
| e-mail | : |

*[Note: Fill in the blanks]*

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered post, on delivery;

(b) in the case of Fax/e-mail, 24 hours following confirmed transmission.

[1.6 Deputy General Manager-2 BENGALURU SOLID WASTE MANAGEMENT LIMITED is the Authorised Representative of Deputy General Manager-2 BSWML (Client).The Client's Authorised Representative shall take all the actions required with respect to the execution of this Contract. However, Client Authorised Representative can recommend to the Client regarding termination of contract with relevant contractual documents.

Consultant shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney supported by Board Resolution

The authorized representatives for client: Deputy General Manager-2 BSWML, Bengaluru

The authorized representatives for Consultants: Mr. ----------

Designation: ----------

Firm name and Address:

[1.7.1 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/reimbursed by the Client separately.]

[2.1 The date on which this Contract shall come in to effect is:..... Date of Agreement

[2.2 The time period shall be21 days from the date of signing of Agreement.

[2..3 (e) Performance of consultant: As per terms of reference and scope of services.

[3.1 The risks and the coverage's shall be:

(1) Third Party motor vehicle liability insurance as required under

Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-Consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance for the period of Consultancy;

(3) Client'sliabilityandworkers'compensationinsuranceinrespectofthePersonneloftheConsultants and of any Sub-Consultant in accordance with the relevant provisions of the Applicable Law, as well as,withrespecttosuchPersonnel,anysuchlife,health,accident,travelor other insurance as may be appropriate;

(4)Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[*Note: Fill in the blanks and delete what is not applicable*] [3.35(c) As defined in Terms Of Reference (TOR).

[3.6 The Consultants shall not use these documents for purpose sun related to this Contract without the prior written approval of the Client.]

[5.1.(d) Clause 5.1 (b) is not applicable.

[6.2 The amount of Contract is Rs._**.....**

[6.4 Payments shall be made according to the following schedule

**Terms of Payment:**

The payment to Consultant shall be paid in prorate to the deliverables of the consultant as per the terms of reference.

[6.5 Payment shall be made within 45 days of receipt of the invoice and there levant documents specified in Clause6.4, and within 60 days in the case of the final payment.

[7.2 Differences/dispute/grievances shall be settled by dispute resolution board in accordance with the following Procedure

The dispute resolution authority is under the chairman ship of Managing Director,BSWML. The disputes or differences shall be referred to dispute resolution authority. The dispute resolution authority shall shuttle the differences/dispute/grievances within 60 days from the receipt of the same.

a) The dispute resolution authority proceedings shall be held in ..... and the language of the proceedings and that of all documents and communications between the parties shall be in English.

b) The performance under the contract shall continue during the dispute resolution proceedings and payments due to the Consultant by the Client shall not be withheld, unless they are the subject matter of the dispute.

## IV. APPENDICES

### Appendix A: Description of the Services

*[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]*

### Appendix B: Deliverables by Consultants and performance of Consultants

*[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]*

### Appendix C: Key Personnel and Sub Key proposal

*[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work, and staff-months for each.*

*C-2 List of approved Sub-Consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]*

### Appendix D: Services and Facilities to be provided by the Client

*[List here under:*

*F-1 Services, facilities and property to be made available to the Consultants by the Client.]*

### Appendix E: Breakdown of Contract Price in Indian Rupees

*List here the elements of cost used to arrive at the breakdown of the lump sum price :*

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*

2. *Reimbursable expenditure :*

***This appendix will exclusively be used for determining remuneration for additional services.***

**Appendix F: FORM OF PERFORMANCE SECURITY (PERFORMAMANCE BANK GUARANTEE)**

(Clause-2.9 of Information to Consultant)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: **……** Bank Guarantee:**……** Date: **……**

To

The Deputy General Manager-2

BSWML, Bengaluru

WHEREAS**……**[Name and address of Consultants] hereinafter called "the Consultants") has undertaken, in pursuance of Contract No. **……** dated …… to provide the services on terms and conditions set forth in this Contract **Appointment of PMC for the work of work of Biomining of Legacy Waste at SWM Lanfill Site, Mandur Phase 2, Bengaluru** Form of Guarantee for performance security deposit (hereinafter called the "the Contract"). AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of …… [amount of Guarantee] …… [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of …… [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs…… (Rs ……..) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…… all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 39 months i.e. up to 3 months beyond the expiry of contract period.

Signature and Seal of the Guarantor…… In presence of

Name and Designation

(Name, Signature &

Occupation)

Name of the Bank

Address

(Name & Occupation)

Date……